

STATE OF HAWAII

STATE PROCUREMENT OFFICE

HONOLULU, HAWAII

Legal Ad Date: May 1, 1998

INVITATION FOR BIDS

NO. IFB-98-163-M

SEALED BIDS

FOR FURNISHING

MAINTENANCE SERVICE OF HEATING-VENTILATING

AND AIR CONDITIONING UNITS

AT VARIOUS SCHOOLS AND OTHER PUBLIC BUILDINGS

ON THE ISLAND OF MAUI

will be received up to and opened at 2:00 p.m. (HST)

on

May 22, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Mr. Marc Yamamoto at telephone (808) 586-0569 or facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-98-163-M

Name of Company

WAGE CERTIFICATE
(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

06/03/96

MAINTENANCE SERVICE OF HEATING-VENTILATING
AND AIR CONDITIONING UNITS
AT VARIOUS SCHOOLS AND OTHER PUBLIC BUILDINGS
ON THE ISLAND OF MAUI
IFB-98-163-M

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted:

<u>Schools</u>	<u>Bid Price Per Month</u>	<u>Bid Price for 12 Months</u>
1. Baldwin High School, Building R (Lecture Center)	\$_____	\$_____
2. Baldwin High School, Band Building H	_____	_____
3. Baldwin High School Auditorium Stage, Building A	_____	_____
4. Iao Intermediate School, Band Building H	_____	_____
5. Kalama Intermediate School Music Building K	_____	_____
6. Kamalii School Buildings A, B, C, D, E, & F	_____	_____
7. King Kamehameha III School Library Building A	_____	_____
8.A) King Kekaulike High School, Building A & Transformer Building	_____	_____
8.B) King Kekaulike High School, Building B, V and H (Effective start date September 1, 1998)	_____	_____
9. Lahaina Intermediate School Band Building E	_____	_____
10. Lahainaluna High School, Music Building Z	_____	_____
11. Lihikai School, Library Building A	_____	_____
12. Lokelani Intermediate School, Building E	_____	_____
13. Maui High School, Building H (Tower)	_____	_____
14. Maui High School, Building B-101 (Language Lab.)	_____	_____
15. Maui High School, Band Building J	_____	_____
16. Maui High School, Library Building C	_____	_____
17. Maui Waena Intermediate School, Library Building H & Music Building M	_____	_____
18. Maui Waena Intermediate School, Cafeteria Building K	_____	_____
Subtotal - Schools:		\$_____

Offeror: _____

OTHER PUBLIC BUILDINGS

	<u>Bid Price Per Month</u>	<u>Bid Price for 12 Months</u>
1. Department of Agriculture	\$_____	\$_____
2. Kahului Library	_____	_____
3. Kihei Library	_____	_____
4. Lahaina Comprehensive Health Center	_____	_____
5. Makawao Library	_____	_____
6. Maui DAGS Facility	_____	_____
7. Wailuku Health Center Conference Room	_____	_____
8. Wailuku State Office Building	_____	_____
9. Wailuku State Office Building No. 2 (Old District Court)	_____	_____
Subtotal - Other Public Buildings:		\$_____
TOTAL BID PRICE		\$_____

*Normal Labor Rate Per Hour:_____

*Overtime Labor Rate Per Hour: _____

*(These rates will be used to calculate the rate of pay per hour for Emergency Service and Repair as stated in Part V. on Specifications Page S-10.)

Offeror shall provide the following information:

Commercial General Liability Insurance

Name of Company _____

Policy Period _____

Policy Number _____

Offeror: _____

QUALIFICATIONS

List below the names of the journeyman refrigeration mechanics with a minimum of two consecutive years of maintenance service experience who reside on Maui and will be assigned to this contract (additional sheets of paper may be attached if necessary)

1. _____
2. _____
3. _____

List below a minimum of three references for whom bidder has provided services similar in volume and nature to those requested herein:

- | | <u>Company</u> | <u>Address</u> | <u>Person to Contact</u> | <u>Telephone</u> |
|----|----------------|----------------|--------------------------|------------------|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |

Offeror: _____

SPECIFICATIONS FOR
FURNISHING GUARANTEED MAINTENANCE
SERVICE OF HEATING - VENTILATING AND
AIR CONDITIONING UNITS AT VARIOUS SCHOOLS AND
OTHER PUBLIC BUILDINGS ON ISLAND OF MAUI

I. SCOPE

The Contractor shall furnish all labor, materials, parts, tools, lubricants, refrigerant, equipment, transportation and supervision necessary for the complete inspection, maintenance and repairs to the air conditioning and heating - ventilating equipment located at the various schools and public buildings as listed herein. **The Contractor shall completely guarantee the satisfactory operation of all air conditioning and ventilating systems within the scope of this contract.**

II. DESCRIPTION OF WORK

The Contractor shall repair or replace all worn, failed or doubtful components and parts to ensure satisfactory operation of the air conditioning and heating - ventilation systems. Replacement parts shall be of similar design and quality to maintain systems integrity and serviceability.

The Contractor shall perform complete maintenance and repair service, including inspections and trouble calls for all equipment included in this contract. The service shall consist of thorough maintenance work in accordance with the best commercial practices governing the maintenance of air conditioning systems. Such service shall include regularly scheduled maintenance tasks and inspections for each unit listed herein. All maintenance services shall be as specified and shall be subject to inspection and approval by the Contract Administrator. The guaranteed full service maintenance contract shall not relieve the Contractor from performing the specified scheduled maintenance services.

The Contractor shall be totally responsible for all costs necessary to maintain and repair all systems for complete and satisfactory operation. Any questions as to the satisfactory performance of maintenance service and repairs and the satisfactory operation of all equipment and systems shall be determined by the Contract Administrator.

The Contractor shall not be responsible for repairs due to flagrant vandalism, fire, storm or related damages which can be attributed to causes beyond his control. However, the Contractor shall be responsible for such repairs if the damages are caused by the Contractor's failure to properly maintain and repair the equipment, e.g., failure to reinstall protective covers causes motor to burn during rainstorm.

All services performed by the Contractor shall be subject to inspection and testing by the Contract Administrator and shall include applicable items listed but shall not be limited to the following maintenance tasks:

A. AIR HANDLING UNITS

Monthly

1. Clear and clean all drip pan and all related condensate drain lines. Contractor may be liable for water damages due to clogged drains which are not cleaned regularly as specified. Install pan tablets if necessary to control algae.

II. DESCRIPTION OF WORK (continued)

A. AIR HANDLING UNITS--Monthly (continued)

2. Change all air filters including automatic filters as required.
3. Wash permanent type filters with an approved detergent and spray coat with an approved filter treatment solution. Replace deteriorated permanent type filters which cannot be cleaned.
4. Lubricate and oil all bearings and connections of dampers and vane and check controls to insure proper operation.
5. Operate equipment to check for proper operation and correct all discrepancies before certifying service report.

Semi-Annually

1. Adjust alignment of bearings, sheaves, lubricate fan and motor bearings. Replace worn or noisy bearings.
2. Wash cooling coils and clean all dirt accumulation, using high pressure washer, steam cleaner or coil cleaner as necessary.
3. Clean all return air grilles and exterior surfaces of all related Air Conditioning Equipment. Clean fresh air intake grille and damper.
4. Adjust belt tension with deflection gauge and replace worn belts.

Annually

1. Check pressure drop and temperature differential across coils and log readings. Clean strainers, check vents and drains on chill water coils.
2. Replace all fresh intake filter bags, with new bags where applicable.
3. Secure all loose housing, seal leaks and touch-up paint after cleaning all rust.
4. Calibrate pneumatic and/or electric temperature controls.

B. FAN COIL UNITS

Monthly

1. Check for leaks, clean and clear drain line to prevent overflow or condensation. Add pan tablets to control algae growth. Contractor may be liable for water damages from clogged drains which are not cleaned regularly as specified.
2. Change air filters.
3. Lubricate all fan and motor bearings as necessary.
4. Operate equipment to check for discrepancies and correct.

II. DESCRIPTION OF WORK (continued)

B. FAN COIL UNITS (continued)

Semi-Annually

1. Clean all fan wheels and return air grilles.
2. Check and adjust belt tension and replace belt if worn.
3. Clean cooling coils with compressed air or cleaning fluid.
4. Clean fresh air intake grille and damper.

C. TEMPERATURE CONTROLS

a. Pneumatic

Monthly

1. Clean all external parts of air compressor and drive.
2. Drain tank and check and clean traps.
3. Inspect entire air systems for leaks and repair.
4. Check thermostats and control valves and actuators for proper operation.

Semi-Annually

1. Check oil in air compressor, change all air filters.
2. Inspect valve assemblies, check and adjust.
3. Adjust and calibrate pneumatic and related controls as required.
4. Record compressor running time and cut-in, cut-out pressures.

Annually

1. All controllers, including smoke detecting systems, shall be checked for calibration, presence of moisture or oils, control port and seat alignment and response of capillaries; and shall be repaired and calibrated as required.
2. All control devices shall be checked for leaks, sticking stems, air tightness, broken or weak springs, ruptured diaphragms, and shall be lubricated, repaired, and adjusted as required. Control valve repair to include repacking, rediscing and reseating, as required.
3. All automatic dampers shall be checked for tight closing, bent blades, defective linkage, and shall be repaired as required.
4. Each air compressor shall be checked for pressure settings, operating time, belt tightness and wear, presence of moisture, safety valve operation and oil level, and all necessary

II. DESCRIPTION OF WORK (continued)

C. TEMPERATURE CONTROLS (continued)

4. repairs and adjustments shall be made. Electric motor bearings shall be lubricated. Compressed air filters shall be cleaned and/or replaced. Change crankcase oil.
5. Repair or replace worn parts or complete controls with new or reconditioned equivalents, as conditions warrant.

b. Electric

Semi-Annually

1. Check and calibrate all control devices, including valves and actuators.
2. Check operation, lubricate and adjust control dampers.
3. Dust clean by compressed air or electrical solvent on all control devices.

D. PACKAGE WATER CHILLER, RECIPROCATING COMPRESSOR, AIR-COOLED CONDENSER

Monthly

1. Check for oil, water and refrigerant leaks and repair.
2. Test run all components and log all operating pressures and temperatures.
3. Lubricate fan and motor bearings, check and adjust belts.

Semi-Annually

1. Check and test operation of all control switches, safeties, unloaders and record settings on log.
2. Clean strainers and condenser coil.
3. Lubricate all fan, motor and pump bearings as required.

Annually

1. Check and clean or replace all strainers, filters and driers.
2. Test and adjust "make-up" water tank.
3. Test compressor oil and replace if contaminated.
4. Recalibrate all safeties and temperature controls to proper settings.
5. Megger motor and submit report and recommendation to the Contract Administrator in writing.
6. Clean rust from exterior component and touch-up paint.

II. DESCRIPTION OF WORK (continued)

E. VENTILATING FANS (EXHAUST AND SUPPLY)

Monthly

1. Inspect and set collars and bearings, check and correct abnormal vibration.
2. Operate all dampers for proper operation. Oil damper linkage and adjust.
3. Jog or change rolled filter where applicable.
4. Lubricate fan and motor bearings.

Semi-Annually

1. Check belt wear and replace as required.
2. Check and clean fan wheels and housing.
3. Remove and wash all intake grilles and repair or replace bird screens.

F. PUMPS

Monthly

1. Check packing glands or seals on all water pumps for excessive leakage, adjust, repair or replace as required.
2. Check and report pump bearings for abnormal temperature and undue noise and repair.
3. Lubricate motor and pump bearings as necessary.

Semi-Annually

1. Check and clean strainer and log suction and discharge pressures.

G. PACKAGED OR SPLIT DX AIR CONDITIONING UNITS

Monthly

1. Check and correct for oil and refrigerant leakage, unusual noise and vibration, adjust and correct as required.
2. Check compressor oil level and add oil as required.
3. Check and adjust control settings for proper operation.
4. Adjust belt tension and alignment on condenser and evaporation fans.
5. Observe sight glass indicator and if moisture is present, change dryer.
6. Clean and clear drip pan and condensate drain lines.
7. Change air filters or wash permanent type filters and apply coating.

II. DESCRIPTION OF WORK (continued)

G. PACKAGED OR SPLIT DX AIR CONDITIONING UNITS (continued)

Semi-Annually

1. Clean condenser coil and cooling coil surfaces with compressed air, water or cleaning solution.
2. Lubricate fan and motor bearings as necessary.
3. Check the operation of all safety control by operating controls manually. Adjust as required. **Submit report to the Contract Administrator.**
4. Clean return air grille and fresh air intake screen.

Annually

1. Clean fans and remove rust from exterior components and touch-up paint.
2. Check and clean all starter and control contacts.
3. Change crankcase oil where applicable or submit oil test results.

H. CONTROL SWITCHES AND TIME CLOCKS

Monthly

1. Clean contacts; replace if necessary.
2. Check lead-in wires to see that all connections are tightly secured.
3. Check and adjust time settings as directed.

Semi-Annually

1. Thoroughly clean out all dust and dirt from inside of housing.
2. Check and tighten loose fasteners and adjust spring tensions as required.
3. Check and operate all release mechanisms to see that they are in proper working order.
4. Clean out all dust and dirt from inside of all electrical panels by using dry compressed nitrogen to blow out dust and foreign matters.

I. CLEANING OF MECHANICAL EQUIPMENT ROOMS

Monthly

1. Vacuum or wipe clean all equipment surfaces and all related appurtenance.
2. Vacuum clean or sweep complete floor and platform areas. DO NOT wet floor and platform area where there is no waterproofing.

II. DESCRIPTION OF WORK (continued)

I. CLEANING OF MECHANICAL EQUIPMENT ROOMS (continued)

3. Wet wash complete floor area with tap water where allowed. Remove all discarded parts and related debris.

CAUTION: **DO NOT** splash water onto the electrical and mechanical equipment.

J. COOLING TOWERS AND EVAPORATIVE CONDENSERS

Monthly

1. Check float valve for proper operation and adjust water basin level to prevent overflow.
2. Check and adjust belt drives as required.
3. Check oil level and for oil or water leaks and any unusual noise or vibration.
4. Open side plates, check and clean fan and remove all debris from basin and suction screen.
5. **Certify performance of monthly service and report any discrepancies.**

Semi-Annually

1. Drain and refill oil on Marley gear reducer with SAE 30 oil.
2. Lubricate all fan and motor bearings as required on all towers.
3. Drain each tower and remove all dirt, debris and growth from eliminators and interior of tower.
4. Remove and clean all spray nozzles.
5. Inspect and tighten all set screws and fasteners on fans and tower housing.
6. Check and adjust vibration isolators to maintain level and clearance.
7. **Certify performance of semi-annual service and report and discrepancies.**

K. WINDOW AIR CONDITIONERS

Quarterly

1. Wash or replace filter elements and clean all grilles.
2. Check and clean condensate pan and drain lines.
3. Clean condenser by brushing and blowing with compressed air.
4. Check all unit controls for proper operation and cooling.
5. **Certify performance of quarterly service and report any discrepancies.**

III. PARTS AND MATERIALS

The Contractor shall restore to serviceability all parts that are found to cost less to restore than to replace with a new part. Where parts are worn out and cannot be restored, the Contractor shall replace these parts with new parts. Only new, standard parts manufactured by the maker of each unit or parts of equal quality shall be used. **All parts and materials shall be provided at no additional cost to the State.**

The Contractor shall maintain a supply of parts and material that is required for normal repairs of the air conditioning units. The Contractor shall notify the State whenever parts are not locally available to accomplish the repairs. The State reserves the right to request the parts shipped by air freight at the expense of the State.

IV. STANDARD HOURS OF COVERAGE

All scheduled maintenance tasks shall be performed between the hours of 7:30 A.M. and 4:00 P.M. Monday through Friday, excluding State Holidays.

V. EMERGENCY SERVICE AND REPAIR

Emergency service required between regularly scheduled maintenance calls shall be rendered within three (3) hours after the Contractor is notified provided that notification is received by 1:00 P.M. on a work day. If notification is received after 1:00 P.M., the Contractor shall respond to the emergency by the beginning of the following work day.

The Contractor shall respond to MAJOR emergencies as soon as possible regardless of the time of day. Major emergencies include broken refrigerant lines, broken chilled water lines, blown compressors, burned motors, etc. All repairs shall be provided at no additional charge to the state.

The Contractor shall provide copies of the past maintenance history and cost upon request by the Contract Administrator. As repair jobs are completed, Contractor must notify the Contract Administrator daily and not less than weekly.

In the event the State requests the Contractor to perform repairs during hours outside of the Standard Hours of Coverage, the State shall compensate the Contractor only at an hourly rate equal to the difference between the normal labor rate per hour and the overtime labor rate per hour as listed on Offer Form, page OF-3.

VI. SPECIAL REPORTS

Prior to start of the contract, the Contractor shall submit to the Contract Administrator his monthly inspection schedule for the period of the contract.

The Contractor shall also maintain a separate book, record, documents and other evidence pertaining to the maintenance, repair and costs for each air conditioning system at the various schools and public buildings to the extent and in such detail as will properly and adequately reflect the past maintenance history and cost (labor, materials, parts and equipment).

VII. MAINTENANCE CHECKLIST

The Contractor shall prepare and maintain a maintenance checklist and post a checklist on each unit as described herein. The checklist will include the date maintenance was performed, the name of mechanic who performed said maintenance and the type of repair work performed on the unit, if any. It will be the Contractor's responsibility to maintain the checklist by recording the above data after each scheduled maintenance and emergency repairs.

VIII. CLEANUP

The Contractor shall keep the job site free of debris, litter, discarded parts, etc. and shall clean all oil drippings during the daily progress of work. The Contractor shall remove all tools and equipment from the service areas upon completion of his work.

IX. SPECIAL PERSONNEL SKILL AND QUALIFICATIONS

The Contractor shall have a minimum of two (2) consecutive years experience (immediately prior to the bid opening date) in the field of air conditioning equipment maintenance service on the island of Maui.

Personnel assigned to perform said services shall be journeyman refrigeration mechanics with a minimum of two (2) consecutive years (immediately prior to the bid opening date) maintenance service experience on similar type of equipment as indicated in these specifications. Personnel assigned shall reside on the island of Maui.

All prospective bidders must be able to produce documented maintenance experience to substantiate his claims of experience as indicated above.

Falsification of personnel qualifications shall constitute a major breach of this contract.

X. WORK SCHEDULE

The Contractor shall perform total coverage maintenance and repair services to heating - ventilating and air conditioning systems as listed herein, all in accordance with the best commercial practices, as required to provide assurance of safety and operational reliability.

Within seven (7) days after the award of this contract, the Contractor shall submit to the Contract Administrator, in writing, a proposed schedule of inspection, Preventative Maintenance, Maintenance Checklist and Maintenance Record System, all in sufficient detail to show its adequacy in carrying out the terms of this contract.

All maintenance tasks described herein shall be performed between the hours of 7:30 A.M. to 4:00 P.M., Monday through Friday, excluding State holidays.

- A. Monthly maintenance tasks shall be performed in the last week of the month, normal working days (Monday through Friday) or as coordinated by the Contract Administrator. Monthly service reports shall be certified by the Contract Administrator or his representative.
- B. Semi-Annual maintenance tasks shall be performed in October and April on normal working days (Monday through Friday) or as coordinated by the Contract Administrator. Semi-Annual service reports shall be certified by the Contract Administrator or his representative.

X. WORK SCHEDULE (continued)

- C. Annual maintenance tasks shall be performed in the month of July on normal working days (Monday through Friday) or as coordinated by the Contract Administrator. Annual service reports shall be certified by the Contract Administrator or his representative.

All work performed by the Contractor shall be subject to random periodic inspection by the Contract Administrator or a representative of the Central Services Division and the Department of Education, State of Hawaii. The State reserves the right to have the Contractor present at such inspections to be scheduled by the State.

SPECIFICATIONS
FOR
WATER TREATMENT OF AIR CONDITIONING SYSTEMS

GENERAL

1. The Contractor shall provide water treatment services which shall include furnishing of all necessary equipment, chemicals, and services required to control corrosion, scale, and biological growth in the following systems:
 - a. cooling towers
 - b. condensers
 - c. chill water

The work shall be in accordance with the specifications, special provisions, and terms and conditions herein; using qualified personnel with a minimum of three (3) years of field experience in maintaining an air conditioning water treatment program. These services may be subcontracted to a Water Treatment (WT) Contractor.

2. A minimum of 10% of the estimated annual usage of chemicals specified herein must be delivered to the service sites within one week of the start date of this contract. Each package of chemicals delivered shall be labeled with directions for usage per the approved dosage for each chemical.
3. The treatment supplied by the WT Contractor shall be one that has been especially designed and tailor-made for the water being used in each system.
4. The WT Contractor shall warrant that the chemicals used in the water treatment program and offered herein will not endanger the health or safety of persons coming into contact with the materials and will not damage personal or real property as long as the WT Contractor's instructions are followed.
5. The WT Contractor also warrants that the chemicals used in the water treatment program shall have no detrimental effect on the metallic or non-metallic materials in the equipment being used.
6. The chemical containers and equipment shall be located within a containment system. The WT Contractor shall have an absorbent and/or clean-up system/program which must be available at each site and be approved by the State.

MINIMUM REQUIREMENTS OF THE TREATMENT PROGRAM

1. Scale and Corrosion Control
 - a. Scale and corrosion shall be inhibited by the controlled use of scale and corrosion prevention materials as herein noted.
 - 1) The use of essentially toxic and staining corrosion inhibitors such as chromate will not be permitted. The chilled water system is a closed system and can use nitrate solutions.
 - 2) The use of inhibitors such as the organic phosphorous type will be permitted.

MINIMUM REQUIREMENTS OF THE TREATMENT PROGRAM (continued)

- 3) Corrosion inhibitors selected shall have been proven effective by at least two years usage in the State of Hawaii by the water treatment contractor.
 - 4) Poly-phosphates are not considered effective corrosion inhibitors and shall not be permitted.
 - 5) Perform quarterly impurity mass balance analysis of calcium, magnesium, silicas, and chlorides.
 - b. An automatic feed system is generally installed at the service site for the WT Contractor's use; however, the WT Contractor must verify this information and shall install his own feed system if none is currently installed at the site.
 - 1) the system shall be a completely automatic proportional pump feed and the bleed-off shall be in direct proportion to equipment load indicated by the makeup water.
 - 2) Control shall be by means of a solid state conductivity meter and a flow through probe sensor.
 - 3) The controller is to be programmed to bleed-off the system and to regulate a preset solution feed pump.
 - c. The water treatment must constantly prevent the build-up of adherent mineral deposits on the heat transfer surfaces of the equipment being treated. Periodic circulation of inhibited descaling acids will not be considered as meeting these specifications.
 - d. The WT Contractor shall furnish and install a certified corrosion test coupon rack (none are presently installed) with coupons to establish corrosion rates in the condenser water system. Corrosion analysis, necessary adjustments, and reports to the State shall be done quarterly. Corrosion rates shall be less than 2 mils per year for copper and 4 mils per year for steel - both with no pitting.
2. Biological Growth Control
- a. Bacteria, algae, and slime growths shall be prevented in all water circuits by using suitable biocides. Total colonies shall not exceed 10,000 using 48 hour incubation dip slides of the easicult variety.
 - b. Chemicals may be fed into water circuits requiring continuous make-up by automatic proportional feeding devices or by adding directly to the tower sump as required. Chemicals shall be slug fed into the system on a regular basis and not added continuously.
 - c. Oxidizing biocides shall not be used at any time, nor shall they include metallic salts such as tin.
3. Chemicals
- a. All chemicals shall be supplied in their original factory containers and no dilution of chemicals is allowed. Handling of chemicals shall be by the WT Contractor and shall include specific application information, safety, and quality control information.

MINIMUM REQUIREMENTS OF THE TREATMENT PROGRAM (continued)

3. Chemicals (continued)

- b. The chemicals provided must meet OSHA, Environmental Protection Agency, and OEQC requirements for safety to personnel and the environment, and must be approved by the State.
- c. All chemicals supplied shall have been registered and in satisfactory use in Hawaii for at least two years. Bidder may be required to provide evidence of satisfactory performance of the chemicals offered. The State shall be the sole judge of such satisfaction and the State's decision shall be final.
- d. Chemicals other than those presently being used in the water treatment program, hereinafter referred as "new chemicals", shall be compatible with the existing chemicals, scale and corrosion inhibitor and broad spectrum bacteriostat.
 - 1) Verification by an independent testing laboratory for the compatibility of the new chemicals shall be submitted upon award and prior to commencement of work.
 - 2) This verification is required for all chemicals not presently being used in the treatment program.
 - 3) Should the new chemicals be determined to be incompatible with the chemicals presently in use, the WT Contractor shall be responsible for flushing the system to remove all chemicals before the new chemicals are introduced into the system. Any damages to the system resulting from the failure of the WT Contractor to satisfactorily flush the system shall be repaired by the WT Contractor at his expense and at no cost to the State.
- e. The State will require the WT Contractor to use the State's existing stock of chemicals before purchasing additional chemicals.

SERVICE REQUIREMENTS

- 1. Upon award of the contract the representative designated in the bid by the WT Contractor shall visit the service sites to make an initial detailed condenser and raw water analysis and quarterly analysis (impurity mass balances) to establish and verify the prescribed treatment program respectively.
 - a. The initial service call shall include establishment of treatment dosages, bleed schedules, and interval to replenish chemicals for automatic feed systems.
 - b. The WT Contractor shall submit a report on the results of the initial water analysis and the prescribed water treatment program including findings and recommendations. This report shall be submitted within three (3) calendar days following the service call to the State.
 - c. The WT Contractor shall also submit supplemental monthly and quarterly reports subsequent to any changes required in the initial prescribed water treatment program.
- 2. The designated representative of the WT Contractor shall make service calls and water analysis at intervals of a maximum of thirty (30) calendar days. He shall notify the Contract Administrator prior to conducting the test and upon

SERVICE REQUIREMENTS (continued)

2. completion of the test.
 - a. The representative shall make initial application of each material and shall continuously furnish specific treatment of the water as required.
 - b. He shall also investigate any unusual conditions pertaining to scale deposition as indicated by condenser operating data, corrosion, and algae growths, and implement corrective action, as required.
 - c. The WT Contractor shall submit the results of the water analysis and the prescribed water treatment including findings and recommendations in a report. This report shall be submitted within three (3) calendar days following the service call to the sites.
3. The WT Contractor shall be totally responsible for a continuous water treatment program.
 - a. He shall coordinate with others for cooling tower cleaning and tube cleaning as required by each site condition.
 - b. Chiller tube box for inspection shall be coordinated with the State as necessary. Only one (1) chiller per site can be down at any time.
 - c. He shall coordinate with other air conditioning maintenance contractors maintaining a common building system to accomplish a total air conditioning system maintenance program.
 - d. The WT Contractor shall be totally responsible for the WT equipment and shall maintain, repair, alter, and replace as required.
4. Condenser Water Chemical Feed System shall be serviced monthly as follows:
 - a. Check chemical feed pumps for proper operation.
 - b. Check agitator motor where applicable.
 - c. Check condition of chemical drums and refill as required.
 - d. Check operations of automatic chemical controller system for proper operation.
 - e. Calibrate chemical feed as required by water analysis from test results.
 - f. Remove empty chemical containers and clean area.
 - g. Certify that system has received monthly services and report all adjustments/discrepancies.
5. The WT Contractor shall maintain a "service log" at each chiller room for recording the following information for each visit:
 - a. Date of service.
 - b. Items serviced.
 - c. Quantities of chemical used.
 - d. Name of service representative.

SERVICE REQUIREMENTS (continued)

6. All work done and all material furnished shall be subject to inspection and approval of the Contract Administrator so as to ascertain that the services rendered are in accordance with the requirements and intentions of the specifications, special provisions, and the general conditions.

PENALTIES

1. The WT Contractor shall clean the systems at no cost to the State within thirty (30) days of discovery of the WT Contractor's failure to meet minimum service requirements.
2. If the corrosion rate exceeds 2 mils per year for copper and/or 4 mils per year for steel, the WT Contractor shall be assessed damages of \$3,000.00 per chiller.
3. If the bacterial population in the condenser water exceeds 10,000 colonies, the WT Contractor shall take immediate corrective action to reduce the population below 10,000 colonies without the use of oxidizing biocides.
4. If algae growth in the cooling towers is judged to be out of control by the State, the WT Contractor shall take immediate corrective action without the use of oxidizing biocides.
5. The WT Contractor may be assessed \$25.00 per incident for each and every calendar day from the date of non-compliance. If the WT Contractor fails to correct any condition which does not meet the minimum service requirements indicated above, the State shall have the option to require the Contractor to replace the WT Contractor and to not allow the WT Contractor to bid or participate in any future State work.
6. If water meter readings indicate excessive water usage by the condenser water system in the absence of mechanical problems in the system, the cost of the excess water used as calculated by the State will be deducted from the Contractor's billing to the State.

SPECIAL PROVISIONS

SCOPE

Work included in this contract shall consist of furnishing guaranteed maintenance service of air conditioning and heat-ventilating equipment at various schools and other public buildings on the island of Maui in accordance with these Special Provisions, the attached Specifications and the General Terms and Conditions, dated September 1, 1995, included by reference and available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813, the DAGS, Maui District Office and on the internet at <http://www.state.hi.us>.

CONTRACT ADMINISTRATOR

The Maui District Engineer, Department of Accounting and General Services, acting either directly or through his authorized representative, is designated Contract Administrator. The telephone number at which he may be reached is (808) 877-3305 (Maui).

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing guaranteed maintenance service of air conditioning and heat-ventilating equipment for a period of twelve (12) months commencing on July 1, 1998. Unless terminated, and subject to availability of funds, the contract may be extended by the State for not more than four (4) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least ninety (90) days prior to expiration, and provided the monthly contract price remains the same as the previous year's contract price or is negotiated as set forth in the Contract Price Adjustment provision which follows.

If the option to extend is mutually agreed upon, Contractor shall be required to execute a supplement to the contract and a new contract bond will be required for each extended period.

The Contractor or the State may terminate the extended contract at any time upon ninety (90) days prior written notice.

CONTRACT PRICE ADJUSTMENT

Request for contract price adjustment may be approved, effective July 1st of each extended contract period, provided that such adjustment meets the following:

1. Seventy percent (70%) of the contract price for furnishing guaranteed maintenance service may be adjusted, provided the wages paid to a **State Air Conditioning Mechanic I, BC-10**, is adjusted due to contract negotiations during the contract period previous to the extension being negotiated.
2. Adjustment of the contract price shall be in direct proportion to the percent of adjustment in wages paid to the aforementioned State position, provided however, where Contractor's wages exceed that paid to the aforementioned State position and the percentage increase in Contractor's wages made during the contract period previous to the

CONTRACT PRICE ADJUSTMENT (continued)

2. extension being negotiated, is less than the percentage increase to State employee's wages, adjustment will be limited to the percent of adjustment of the Contractor's wages.
3. Thirty percent (30%) of the contract price shall not be subject to increase.

BIDDER QUALIFICATION

Spare Parts. Contractor shall maintain spare parts and materials that are required for normal repairs and maintenance to air conditioning and ventilating equipment.

Experience. Bidder will list on **Offer Form, page OF-4** at least three references in the State of Hawaii other than the State of Hawaii government, for whom bidder has performed a total coverage mechanical maintenance service of air conditioning equipment and temperature control system on a regular basis, that is similar in nature and volume to services specified herein, that will qualify bidder to perform the project. The State reserves the right to contact the references provided.

Personnel Qualifications. Bidder shall list on **Offer Form, page OF-4** the names of all journeyman refrigeration mechanics with two consecutive years of maintenance service experience who will be assigned to the contract. Bidder must submit upon request, a certificate of successful completion of course of study in the field of temperature of pneumatic control system for all mechanics employed in the actual performance of this contract. All mechanics must be regular employees of the Contractor and must reside on Maui. Inability to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project shall constitute a major breach of contract.

EXAMINATION OF SERVICE AREAS

Prospective bidders shall visit the service areas listed on the Schedule and thoroughly familiarize themselves with existing conditions and the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding conditions at the service areas or the amount and kind of work to be performed. Bidder shall consider the existing equipment to be in "as is" condition and no additional compensation may be allowed for replacing nonworking components.

Submission of bid shall be evidence that the bidder understands and will comply with these specifications if awarded the contract. All equipment whether listed on the schedule or not, but is a component of the heating-ventilating and air conditioning system shall be serviced.

Bidder may contact the Contract Administrator to arrange an inspection of the service areas between the hours of 8:00 a.m. to 3:00 p.m., except on weekends and State holidays.

BID PREPARATION

Legal Name. Bidder is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs in the appropriate space(s) on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Bid Quotation. Bid prices shall include costs for all labor, equipment, parts and materials, applicable taxes and any other expenses necessary to perform the service as specified in this bid solicitation. In addition, bidder is requested to furnish in the space provided on Offer Form, page OF-3, the normal labor rate per hour and the overtime labor rate per hour which will be used to determine compensation to the Contractor for repairs the State requests to be performed during off hours.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

BID PREPARATION (continued)

Tax Clearance (continued).

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Insurance. Bidder shall provide insurance information as requested on **Offer Form, page OF-3.**

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Section 2.8 of the General Terms and Conditions, Offeror shall complete and submit the attached wage certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Accordingly, offeror should consider the wage rates when preparing his/her quote.

Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."

LIABILITY INSURANCE (continued)

2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The Contractor shall maintain the minimum insurance required in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. The policy or policies of insurance maintained by the Contractor shall provide the limits and coverages specified herein.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. **Upon request by the State, Contractor shall furnish a copy of the policy or policies.**

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

METHOD OF AWARD

Award, if any, will be made to the responsible and responsive offeror submitting the lowest Total Bid Price. Offeror must bid on every item listed in order to qualify for award.

CONTRACT EXECUTION

Successful bidder receiving award \$25,000 or more, shall be required to enter into a formal written contract.

If the option to extend for each twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract and a new contract bond for each extended period shall be required. The Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

INSPECTION

All work done and all materials furnished shall be subject to inspection and approval by the Contract Administrator so as to ascertain that the services rendered are in accordance with requirements and intentions of the Specifications and Special Provisions. He may require additional information as necessary to maintain a record of the service rendered, and also request that the Contractor accompany him on field inspections to be scheduled periodically.

The Contractor shall furnish the Contract Administrator three copies of a service check receipt for each unit serviced and a service check list bearing the signature of the maintenance man and the signature of the designated State Officer or employee certifying receipt of services. Services which cannot be certified by a representative of the State may not be compensated.

CLEANUP

The Contractor shall keep the job site free of debris, litter, refuse, etc. and shall clean all oil drippings during the daily progress of work. The Contractor shall remove all equipment from the area upon completion of the work.

WARRANTY

The Contractor shall submit a written warranty for replacement of any integral part of equipment listed herein, such as compressors, fan motors, etc., as guaranteed by the factory.

The warranty shall consist of the period covered from date of installation, make, model number, serial number, and location of equipment (name of school or building, library, bandroom, administration, etc.)

SERVICE AREAS

The Contractor shall perform the service at the schools and public buildings in which the units are located.

The State shall notify the Contractor of any subsequent change of unit locations listed on the Schedule and furnish any other pertinent information necessary for the proper execution of the contract.

SERVICE REQUIREMENTS

It is understood and agreed that in addition to the schools and State Public Buildings listed herein, the Contractor shall be required to furnish services specified herein to any new school or State Public Building on the island of Maui, not initially listed in this bid solicitation, when such services are required. Contractor shall be notified of such requirements by a contract modification issued by the State.

The State reserves the right to add or delete air conditioning and ventilating units to this contract. When units are deleted from the contract, the State will not make adjustments to the contract price; however, the State reserves the right to replace deleted units on a one-for-one basis without an increase in contract price.

SERVICE REQUIREMENTS (continued)

Further, the State reserves the right to add up to five (5) additional units without an increase in contract price. Increase in contract price for additional units in excess of the aforementioned five units shall be negotiated between the Contractor and the State and shall become binding only upon issuance of a contract modification by the State.

An equipment log will be kept by the Contract Administrator and shall be used to record additions or deletions. Each entry must be signed by a representative of the Contractor and the State. This log will be used to determine time of price adjustment.

INVOICING

Contractor shall submit original and three copies of the invoice to:

Maui District Office
Department of Accounting and General Services
P. O. Box 1030
Wailuku, Hawaii 96793

Payment shall be made to the Contractor at the monthly contracted price upon certification by the State that the Contractor has satisfactorily performed the required services each month.

For extra work approved by the Contract Administrator, a separate detailed invoice is required. Invoices shall contain a description of the work done, the amount and purchase order number authorizing the work.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

PAYMENT

Section 103-10, H.R.S., provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which required payment within a shorter period or interest payment not in conformance with statute.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these Special Provisions and the Specifications and General Terms and Conditions herein, in addition to the recourses stated in Section 4.2 and 6.11 of the General Terms and Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due to the Contractor, the difference between the price named in

RIGHTS AND REMEDIES FOR DEFAULT (continued)

the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages are fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III

Preference for Hawaii Products (continued).
Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

SCHEDULE OF AIR CONDITIONING UNITS

SCHOOLS - ISLAND OF MAUI

1. BALDWIN HIGH SCHOOL BUILDING R (LECTURE CENTER)

- 1 - Carrier Condenser M/N 38AE014600 S/N N-494705
- 1 - Evaporator M/N 39ED10 S/N 0784T-17730
- 1 - Carrier Condenser M/N 38AE014600 S/N R-596406
- 1 - Evaporator M/N 39E008 S/N 0585T28051

2. BALDWIN HIGH SCHOOL BAND BUILDING H

- 1 - Carrier Air Conditioner M/N 50YH024300 S/N N201065
- 1 - Trane M/N SAHB-B3606-B S/N 684K-05169
- 1 - Trane M/N SAHB-B3606-B S/N 685F-10385

3. BALDWIN HIGH SCHOOL AUDITORIUM STAGE, BUILDING A

- 6 - Mitsubishi Electric Condensing Units M/N PU42EK2
 - #1 S/N 25000282C
 - #2 S/N 25000262C
 - #3 S/N 25000274C
 - #4 S/N 25000281C
 - #5 S/N 25000270C
 - #6 S/N 25000283C

- 6 - Mitsubishi Electric Evaporator Units M/N PC42EK
 - #1 S/N 22000168C
 - #2 S/N 22000169C
 - #3 S/N 22000170C
 - #4 S/N 22000191C
 - #5 S/N 22000165C
 - #6 S/N 22000159C

4. IAO SCHOOL BAND BUILDING H

- 1 - Carrier Package Unit M/N 50BD016630 S/N 10692002

5. KALAMA INTERMEDIATE SCHOOL MUSIC BUILDING K

- 1 - Centrifugal Air Cool Condenser - Carrier 39EH19, S/N 0186T37388
- 1 - Vertical Air Handling Unit - Air Cool Carrier 50BK024630 S/N N695806

6. KAMALII SCHOOL

Building A

- ACCU-1 - Trane Air Cooled Condensing Unit M/N RAUCC-50 S/N J95L8280
- AHU-1 - Trane Modular Climate Changer Air Handler M/N MCAAH-50 S/N K96A07878

Building B

- ACCU-2 - Trane Air Cooled Condensing Unit M/N RAUCC-40 S/N J95L82818
- AHU-2 - Trane Modular Climate Changer Air Handler M/N MCAAH-35 S/N K96A07863

6. KAMALII SCHOOL (Continued)

Building B

ACCU-1A - Trane Air Cooled Condensing Unit M/N TTR048C S/N
K502106BF
FCU-1A - Trane Fan Coil Unit M/N TWE048C S/N K38876797

ACCU-2A - Trane Air Cooled Condensing Unit M/N TTA072C S/N
K495LE3FT
FCU-2A - Trane Fan Coil Unit M/N TWE060A S/N K492PU6514
RCH-2A - Warren Manufacturing Co. Electric Duct Heater M/N CBK S/N
NA
ACCU-3A - Trane Air Cooled Condensing Unit M/N TTR060C S/N
K4648JWCF
FCU-3A - Trane Fan Coil Unit M/N TWE060C S/N K505TAA5H

Building C (Cafetorium)

SF-1 - Trane Modular Climate Changer Air Handler (Supply Air
Unit) M/N MCCA021 S/N K96A04214

Building D

ACCU-3 - Trane Air Cooled Condensing Unit M/N RAUCC-40 S/N
J95L57816
AHU-3 - Trane Modular Climate Changer Air Handler M/N MCAAH-35
S/N K96A07851

Building E

ACCU-4 - Trane Air Cooled Condensing Unit M/N RAUCC-40 S/N
J95L82817
AHU-4 - Trane Modular Climate Changer Air Handler M/N MCAAH-35
S/N K96A08551

Building F

ACCU-5 - Trane Air Cooled Condensing Unit M/N RAUCC-50 S/N
J95L82819
AHU-5 - Trane Modular Climate Changer Air Handler M/N MCAAH-50
S/N K96A08533

7. KING KAMEHAMEHA III SCHOOL LIBRARY BUILDING A

1 - Carrier M/N 50EG009500 DH S/N R394953

8.(A) KING KEKAULIKE HIGH SCHOOL

Building A, Control Room

1 - MHI Evaporator Unit M/N FDE360HA1 S/N Not Available
1 - MHI Condensing Unit M/N FDC360HA1 S/N 83680088B

Transformer Building

1 - MHI Evaporator Unit M/N FDK140A1 S/N 21420274B
1 - MHI Condensing Unit M/N FDC140A1 S/N 21420146B

8.(B) KING KEKAULIKE HIGH SCHOOL -- Effective date: September 1, 1998

Building B, Library

AHU/B1 - Carrier M/N 39TH21BA-CT-LHS-1 S/N 0497F50020
AHU/B2 - Carrier M/N 3976V07BA-B2-LH4-1 S/N 0597F51261
FCU/B1 - Carrier M/N FC4BNF060 S/N 4496A17360

ACCU/B1 - Carrier M/N 38AH-028-600AC S/N 5196F45859
ACCU/B2 - Carrier M/N 38AK5008-601 S/N 4596G00025
ACCU/B3 - Carrier M/N 38CKB060600 S/N 4296E18517

RHC/B1 - Delta Flow M/N EH10N346970572

Building V, Music Building

AHU/V1 - Carrier M/N 39TH17BA-C5-CKL-B S/N 0497F50019
AHU/V2 - Carrier M/N 39TH09BA-CT-CKG-2 S/N 4097F49980
ACCU/V1 - Carrier M/N 38AH-028-600AC S/N 5196F45872
ACCU/V2 - Carrier M/N 38AK5016-610 S/N 4196F34227

RHC/V1 - Reheat coil unit is located high in the ceiling, and
could not be easily accessed.

RHC/V2 - Delta Flow M/N EH40N348970305B

Building H, Physics Classroom

FCU/H1 - Carrier M/N 40QNB013200 S/N 2296Y30244
ACCU/H1 - Carrier M/N 38AN012300 S/N 2296Y00243

9. LAHAINA INTERMEDIATE SCHOOL BAND BUILDING E

1 - Carrier Package Unit M/N 50BD-016-630 S/N 2091F6813

10. LAHAINALUNA HIGH SCHOOL MUSIC BUILDING Z

1 - Trane Air Handler M/N SRUA2506-MA S/N L6E171370 Type 671-0474-
1A

1 - Trane Condenser M/N IC-25 S/N K76J05934

11. LIHIKAI SCHOOL LIBRARY BUILDING A

1 - Carrier Package Unit M/N 50BD-016-550 S/N 2491F64741

12. LOKELANI INTERMEDIATE SCHOOL MUSIC BUILDING E

1 - Trane Package Unit M/N SAUBC154BA0 S/N A91H31501

1 - Trane Condenser Unit ACC #1 M/N TTD718B100A0 S/N
F30201345

1 - Trane Condenser Unit ACC #2 M/N TTD742B100A0 S/N
F45206197

1 - American Std. Fan Coil Unit FCU #1 M/N FWH724B140A0 S/N
F09375308

1 - American Std. Fan Coil Unit FCU #2 M/N FWH0368140A1 S/N
F51394892

13. MAUI HIGH SCHOOL BUILDING H (TOWER)

1 - Baltimore Tower VNT-100 S/N 71-544M
2 - Condenser Water Pumps - Aurora No. 70-10625-2 300 GPM 1750 RPM
40 Ft. Head 5 HP Type-413-BF Size 3 X 4 X 10 and No. 70-
10625-1
2 - Chilled Water Pumps - Aurora No. 70-10626-1 250 GPM 1750 RPM
100 Ft. Head 15 HP Type-413BF Size 2 1/2 X 3 X 12 and No.
70-10626-2
1 - Trane Chiller Unit M/N CGWCD101RGNKK623BFGPKT S/N U91G05728
1 - Honeywell Pneumatic Unit M/N WP-210-A-1-100-2 Type HUBH-5020
No. K-7086

14. MAUI HIGH SCHOOL BUILDING B-101 (LANGUAGE LAB.)

2 - Tranes M/N FDSN-10A2 S/N S4D236722

15. MAUI HIGH SCHOOL BAND BUILDING J

FCU #1 - Carrier M/N 42BHB30
FCU #2 - Carrier M/N 42BHB08
FCU #3 - Carrier M/N 42BHB16
FCU #4 - Carrier M/N 42BHB20
FCU #5 - Carrier M/N 42BHB30

16. MAUI HIGH SCHOOL LIBRARY BUILDING C

FCU C- 1 - McQuay M/N SCB201B
FCU C- 2 - McQuay M/N SCB121B
FCU C- 3 - McQuay M/N SCB161B
FCU C- 4 - McQuay M/N SCB121B
FCU C- 5 - McQuay M/N SCB161B
FCU C- 6 - McQuay M/N SCB161B

16. MAUI HIGH SCHOOL LIBRARY BUILDING C (continued)

FCU C- 7 - McQuay M/N SCB301B
FCU C- 8 - McQuay M/N SCB301B
FCU C- 9 - McQuay M/N SCB301B
FCU C-10 - McQuay M/N SCB301B
FCU C-11 - McQuay M/N SCB301B
FCU C-12 - McQuay M/N SCB301B
FCU C-13 - McQuay M/N SCB301B

17. MAUI WAENA INTERMEDIATE SCHOOL

Building H, Library

ACU-1 - Carrier Package Unit M/N 50BD-018-600 S/N 2195V92374
ACU-2 - Carrier Package Unit M/N 50BD-018-600 S/N 2595V92509
ACCU-1 - Carrier Air Cooled Condenser Unit M/N 38AKS008-601 S/N
2995000092
ACCU-2 - Carrier Air Cooled Condenser Unit M/N 38TRA060310 S/N
3095E0407
FCU-1 - Magic Air Fan Coil Unit M/N 60BHX3A S/N 950217354
FCU-2 - Magic Air Fan Coil Unit M/N 90BHX3A S/N 950323485

Building M, Music Building

ACU-1 - Carrier Package Unit M/N 50BD-018-600 S/N 2195V92372
ACU-2 - Carrier Package Unit M/N 50BD-014-600 S/N 2892F08665

18. MAUI WAENA INTERMEDIATE SCHOOL

Building K, Cafeteria

3 - Greenheck Exhaust Fan Units M/N SWB-30-30

#1 S/N 91E00538

#2 S/N 91E00539

#3 S/N 91E00540

2 - Carrier Supply Air Fan Units M/N 39FF13

#1 S/N 2491T31643

#2 S/N 2491T31596

SCHEDULE OF AIR CONDITIONING UNITS

PUBLIC BUILDINGS - ISLAND OF MAUI

1. DEPARTMENT OF AGRICULTURE

Building A

1 - Carrier Air Cooled Single Package Unit M/N 50DW028

Building B

1 - Carrier Room Air Conditioning Unit M/N 51HK229
1 - Carrier Room Air Conditioning Unit M/N 51HK229
1 - Carrier Room Air Conditioning Unit M/N 51CMD012

2. KAHULUI LIBRARY

1 - Trane Condensing Unit M/N RAUBC406EE0082 S/N J87E81281
(Main Library area)
1 - Trane Air Handler M/N CCDB14ABOG S/N K87E15500
(Main Library area)
1 - Trane Air Handler M/N CCDB14ABOG S/N K87E15501
(Main Library area)
1 - Trane Condensing Unit M/N BTD760A100A1 S/N B0222127
(Conference Room)
1 - Trane Air Handler M/N BWE090C100F S/N Unknown (Conference Room)

3. KIHEI PUBLIC LIBRARY

AHU-1 Trane Air Handler Unit

Filter Section Module M/N MCCA040HCC0AAB0AC00 S/N K95A00126
Medium Coil Section Module M/N MCCA040BBD0AAAA00000 S/N K95A00127
Blank Coil Section Module M/N MCCA040CCK0AA00B000000 S/N K95A00128
Fan Section Module M/N MCCA040GAH0BAA000H0RAA00AA0000BD000B0000
S/N K95A00129

Trane Condenser Unit

Fan Section Module M/N MCCA050GAH0AAA000J0EBA00AAA0000AD000B0000
S/N K94M93920
Coil Section Module M/N MCCA050BCD0AAA000000 S/N K94M93919
Filter Section Module M/N MCCA050HCCAAA0AA00 S/N K94M93918

Trane Compressor Unit

Compressor M/N CR0F40006A0A1R1K2B0 S/N N94M07761
U.S. Motor M/N G215A S/N W134257R120R-2

4. LAHAINA COMPREHENSIVE HEALTH CENTER

1 - Carrier Compressor M/N 38EHD48500DL S/N P526675
1 - Carrier Air Handler M/N 39BA050B12 S/N 852025775

5. MAKAWAO LIBRARY

1 - Carrier unit air cooled condenser M/N 09DD034
1 - Carrier unit compressor M/N 06EW027
1 - Carrier direct expansion fan coil unit M/N 40QB060
1 - Carrier direct expansion fan coil unit M/N 40RR016
1 - Carrier direct expansion fan coil unit M/N 40RR012

6. DAGS FACILITY

Building A, Administration

1 - Trane Package Unit M/N SAUCB753BA0 S/N A94B33129
1 - Trane Package Unit M/N SAUCC103BA0 S/N A93M37720
1 - Carrier Window Cooling Unit M/N & S/N Not Shown on Unit

Building B, Shop

7 - Carrier Window Cooling Units
 #1 M/N ZMB7051
 #2 M/N ZMB7051
 #3 M/N ZMB7061
 #4 M/N ZMB7051
 #5 M/N ZMB7051
 #6 M/N ZMB7061
 #7 M/N CMB1091
1 - Mitsubishi Electric Evaporator Unit M/N PK-18AG S/N 51000135C
1 - Mitsubishi Electric Condensing Unit M/N PU-18G S/N 57500104
1 - Mitsubishi Electric Evaporator Unit M/N PK-30AG S/N 51000174D
1 - Mitsubishi Electric Condensing Unit M/N PU-30G6 S/N 77500262B
1 - American Air Filter Dust Collector Unit M/N AR-65

7. WAILUKU HEALTH CENTER CONFERENCE ROOM

1 - Trane Air Cooled Condenser M/N TTA024A300AO S/N E28277775
1 - Trane Plus Air Handler M/N and S/N not shown

8. WAILUKU STATE OFFICE BUILDING

1 - Carrier chiller unit water cooled M/N 30HR070-E-600 S/N 2590J0097
1 - Carrier chiller unit water cooled M/N 30HR070-E-600 S/N 8951J00293
1 - Baltimore tower M/N VXT-75MCR S/N 90201502
1 - Baltimore tower M/N VXT-75MCR S/N 90201503
1 - Paco single end centrifugal pump M/N 10-2095-3 S/N HD89R8004501-A
1 - Paco single end centrifugal pump M/N 10-2095-3 S/N 89R8004501-B(CWP)
1 - Paco single end centrifugal pump M/N 10-2095-3 (CHWP)
1 - Paco single end centrifugal pump M/N 10-2095-# (CHWP)
1 - Johnson Pneumatic Pump

Environmental Technologies Air Handlers

1st Floor
 #1 M/N H30-C4C
 #2 M/N H20-C4B
 #3 M/N AHU-W2-B40 (Williams Furnace Co.)
 #4 M/N H20-C6B

8. WAILUKU STATE OFFICE BUILDING (Continued)

<u>2nd Floor</u>	#5	M/N	H30-C4C
	#6	M/N	H20-C4B
	#7	M/N	H30-C4B
<u>3rd Floor</u>	#8	M/N	H50-C4B
	#9	M/N	H30-C4B
	#10	M/M	H20-C4B
<u>4th Floor</u>	#11	M/N	H16-C6C
	#12	M/M	H16-C6C
	#13	M/N	H30-C6C
	#14	M/N	H25-C6C
	#15	M/M	H30-C6C

9. WAILUKU STATE OFFICE BUILDING NO. 2 (OLD DISTRICT COURT)

1 - Carrier Condenser Unit	ACU #4	M/N	38AFP007500
S/N 1990G61063			
1 - Carrier Condenser Unit	ACU #5	M/N	38AFP007500
S/N 1990G61062			
1 - Carrier Condenser Unit	ACU #1	M/N	38TH060500DL
S/N 3390E02726			
1 - Carrier Condenser Unit	ACU #2	M/N	38TH042530DL
S/N 5190E14965			
1 - Carrier Condenser Unit	ACU #3	M/N	38TH060500DL
S/N 3390E02724			
1 - Carrier Air Handler	AHU #1	M/N	40BA007-301DA
S/N 3090V00082			
1 - Carrier Air Handler	AHU #2	M/N	40BA007-301DA
S/N 4390V00115			
1 - Carrier Air Handler	FCU #1	M/N	40YR060300
S/N 4590H05401			
1 - Carrier Air Handler	FCU #2	M/N	40YR042300
S/N 3490H05753			
1 - Carrier Air Handler	FCU #3	M/N	40YR060300
S/N 4590H05402			

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| | (check | only |
| | one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | ___ | ___ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | ___ | ___ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | ___ | ___ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | ___ | ___* |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____